



**Order under Subsection 87(1), 69 & 88.2  
Residential Tenancies Act, 2006**

**Citation:** Ringor v Oyerinde, 2024 ONLTB 19644

**Date:** 2024-03-22

**File Number:** LTB-L-014969-23

**In the matter of:** 109-37 Four Winds Drive  
Toronto, ON M3J1K7

**Between:** Reynald Ringor Landlords  
Haidee Ringor

**And**

Omodesola Oyerinde Tenants  
Omoniyi Oyerinde  
Afolarin Oyerinde

Reynald Ringor and Haidee Ringor (the 'Landlords') applied for an order requiring Omodesola Oyerinde, Omoniyi Oyerinde and Afolarin Oyerinde (the 'Tenants') to pay the rent that the Tenants owes.

Further, the Landlords applied for an order to terminate the tenancy and evict the Tenants because the Tenants, another occupant of the rental unit or someone the Tenants permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlords or another tenant.

Further, the Landlords also applied for an order requiring the Tenants to pay the Landlords' reasonable out-of-pocket expenses that are the result of the Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

This application was heard by videoconference on February 15, 2024.

The Landlord Reynald Ringor and the Tenants Omodesola Oyerinde and Afolarin Oyerinde attended the hearing.

**Determinations:**

1. The Tenants did not pay the total rent they were required to pay for the period from January 1, 2023 to December 8, 2023.

2. The lawful rent is \$2,500.00. It is due on the 1st day of each month.
3. The Tenant has paid \$18,650.00 to the Landlord after the application was filed.

**File Number:** LTB-L-014969-23

4. The Tenants moved out of the rental unit on December 8, 2023. No notice was provided to the Landlords and the Landlords were advised by the residential complex's property manager that the Tenants had vacated the unit.
5. The Tenants did not dispute this evidence. As such, s. 88 of the *Residential Tenancies Act, 2006* (the 'Act') states that if a tenant abandons or vacates a rental unit with giving any notice, arrears or rent are owing for the period that ends on the earliest termination date that could have been specified in a notice of termination had the tenant, on the date that the landlord knew or ought to have known that the tenant had abandoned or vacated the rental unit.
6. Section 44(2) states that a notice under s. 47 of the Act to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective, and that date shall be on the last day of a rental period. As such, had the Tenants provided notice to the Landlord on December 8, 2023, the notice must have been dated until at least February 29, 2024. As such, arrears of rent are owing to that date.
7. The rent arrears and daily compensation owing to February 29, 2024 are \$16,350.00. The Landlord had claimed a total of \$11,350.00 however, the Tenants had disputed this amount testifying that the Tenants' father had made cash payments to the Landlord in August of 2023.
8. The Tenants testified that the Landlord had agreed to withdraw their application after having been paid however, he did not do so. Because the Landlord did not withdraw his application, the Tenants testified that they had stopped paying rent so that they may use the money towards vacating the unit.
9. The Tenants testified further that the Landlords and Tenants had met and agreed to a payment plan wherein the Tenants would repay the arrears over a period of 10 months to 1 year. The Tenants testified that the Landlords shortly after did not agree with the payment plan.
10. The Tenants further took issue with the fact that the Landlords' ledger had indicated that rent payments for August of 2023 was \$1,150.00 while it had been claimed as \$500.00.
11. On a balance of probabilities, I am satisfied that the Tenants owe the arrears to February 29, 2024 as outlined based on the evidence as provided by both parties regarding payments and when the Tenants testified they had vacated the unit. The Tenants were not able to provide any evidence to support any cash payments made that would vary the claim made by the Landlords.

## *L2 Application*

12. The Landlords conceded at the hearing that the Tenants had paid the outstanding utility costs as claimed in the Landlord's L2 application.
13. The Landlord testified that there are additional utility costs for 2023 however, no amendment to the Landlords' application was filed to reflect these new expenses and due to the Tenants having vacated the unit, the Landlords' L2 application for termination of the tenancy and outstanding utility expenses is dismissed.

**File Number:** LTB-L-014969-23

## *Last Month's Rent Deposit, Interest & Costs*

14. The Landlords collected a rent deposit of \$2,500.00 from the Tenants and this deposit is still being held by the Landlords. The rent deposit is applied to the arrears of rent because the tenancy is terminated.
15. Interest on the rent deposit, in the amount of \$82.97 is owing to the Tenants for the period from August 30, 2022 to February 29, 2024.
16. The Landlords incurred costs of \$201.00 for filing the application and is entitled to reimbursement of those costs.

### **It is ordered that:**

1. The Landlords' L2 application is dismissed.
2. The Tenants shall pay to the Landlords \$13,767.03. This amount includes rent arrears owing up to February 29, 2024 and the cost of the application minus the rent deposit and interest owing.
3. If the Tenants do not pay the Landlords the full amount owing on or before April 2, 2024, the Tenants will start to owe interest. This will be simple interest calculated from April 3, 2024 at 7.00% annually on the balance outstanding.

**March 22, 2024**

**Date Issued**

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**Jagger Benham**  
 Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor Toronto  
ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.